INTERNATIONAL LAW—CONSULS—AMENABILITY TO CRIMINAL PROCESS.—The defendant, while in the City of New York as the duly accredited consul general of the Kingdom of the Serbs, Croats, and Slovenes, committed a crime. The indictment was filed subsequent to his removal as consul. *Held,* that the defendant was responsible for his unofficial criminal acts committed during the time he was consul. *People v. Savitch* (1921, N. Y. Gen. Sess.) 116 Misc. 531.

Foreign consuls are subject to criminal process for the violation of municipal laws. 5 Moore, *Digest of International Law* (1906) 65. But they are bound to appear only in federal courts. Act of March 3, 1911 (36 Stat. at L. 1160). The exemption of consuls in the United States from suit in state courts is not a personal privilege but attendant upon their official character. *Davis v. Packard* (1833, U. S.) 7 Pet. 276. Hence where a consul ceases to occupy such a position, his amenability to the state courts for his unofficial acts seems to follow.

STATUTE OF FRAUDS—AN AGREEMENT TO SELL A CABLE TRANSFER OF EXCHANGE NEED NOT BE IN WRITING.—The defendant made an oral agreement to purchase from the plaintiff a cable transfer of exchange for a certain amount within a specified time at the defendant's option. The defendant failed to exercise his option and the plaintiff sued to recover damages for the depreciated value of the cable transfer. The lower court held that the agreement was a contract to sell an existing credit or chose in action and was void because not in writing. *Held,* reversing the decision of the lower court, that the agreement was an executory contract to create a credit and was not within the Statute of Frauds. *Equitable Trust Co. v. Keene* (1922, Ct. App.) 66 N. Y. L. J. 95 (Jan. 26, 1922).

The decision of the lower court was adversely criticized in COMMENTS (1922) 31 YALE LAW JOURNAL, 416, 417. The seller of exchange does not guarantee that he owns a credit at the time he contracts to sell one. He merely undertakes to make a credit available.

TORTS—PRENATAL INJURIES—ACTION BY CHILD.—While the plaintiff was *en ventre sa mère,* his mother was injured as a result of the defendant's negligence in leaving a coal hole uncovered. The plaintiff, born eleven days later, was thereby permanently injured and an action was brought for damages for injuries sustained. *Held,* on demurrer, that the plaintiff had no cause of action. Cardozo, J., *dissenting. Drobner v. Peters* (1921) 232 N. Y. 220.

The Court of Appeals, in sustaining the demurrer, reversed the decision of the lower court. See *Drobner v. Peters* (1921) 194 App. Div. 696, 186 N. Y. Supp. 278; (1921) 30 YALE LAW JOURNAL, 770. The decision is placed on the ground that there was no duty to an unborn child. No court of last resort has as yet allowed a recovery in such an action. For a collection of authorities and a discussion recommending recovery if, at the time of the injury, the child could have been born viable, see COMMENTS (1917) 26 YALE LAW JOURNAL, 315. For other discussions see (1913) 76 CENT. L. JOUR. 351; (1914) 18 LAW NOTES, 88.

WORKMEN'S COMPENSATION ACT—INJURY ARISING OUT OF PERILS OF THE STREET.—The plaintiff, a dairyman's chauffeur, while engaged in delivering cheese in his employer's automobile, was stabbed by an insane man running amuck in the street. *Held,* (three judges *dissenting*) that the injury was incidental to the employment, being caused by a risk of the street. *In the Matter of Louis Katz* (1922, N. Y. Ct. of App.) 66 N. Y. L. JOUR. (Feb. 9, 1922).

Following the trend of modern opinion, the case seems in accord with logic and justice. For a full discussion of the points involved in this case, see (1920) 30 YALE LAW JOURNAL, 190; COMMENTS (1920) 29 *ibid.* 901; (1921) 31 *ibid.* 215.